

A RESOLUTION

BY THE PUBLIC SAFETY AND LEGAL ADMINISTRATION COMMITTEE

01-12-0370

**A RESOLUTION AUTHORIZING THE SETTLEMENT
OF ALL CLAIMS RESULTING FROM THE CASE OF
DAVID MASON V. THE CITY OF ATLANTA, ET. AL.,
SUPERIOR COURT OF FULTON COUNTY,
CIVIL ACTION FILE NO. 2000-CV-17886, IN AN AMOUNT
NOT TO EXCEED \$1,000.00; AUTHORIZING THE
CHIEF FINANCIAL OFFICER TO DISBURSE THE
SETTLEMENT AMOUNT; AND FOR OTHER PURPOSES.**

WHEREAS, David Mason v. City of Atlanta, et. al., Civil Action File No. 2000-CV-17886, is a case in which the City of Atlanta is named as a Defendant;

WHEREAS, the Plaintiff alleges that he suffered financial losses for medical treatment as a passenger in a vehicle owned and operated by the City of Atlanta and/or its agents that was involved in a collision with another vehicle;

WHEREAS, the Plaintiff has agreed to accept \$1,000.00 in settlement of all claims against the City of Atlanta;

WHEREAS, the City Attorney has done a review of the facts and the law and has determined that the City's potential financial exposure in defending Plaintiff's claim is in excess of the settlement amount; and

WHEREAS, the City Attorney considers it to be in the best interest of the City to resolve this matter and recommends that the City pay the amount of \$1,000.00 to settle all claims,

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA as follows:

SECTION 1. The City Attorney is hereby authorized to settle the case of David Mason v. City of Atlanta, et. al. for an amount not to exceed One Thousand Dollars (\$1,000.00).

SECTION 2. The Chief Financial Officer is authorized to pay a total amount not to exceed \$1,000.00 to Plaintiff in this case from Account No. 1A01-529017-T31001.

**DAVID MASON, and
REYNITA MASON ALEXANDER,
Individually,**

V.

**GREGORY A. WRAY, and the
CITY OF ATLANTA,**

Defendants.

NO. 2000-CV-17886

1

It is further understood and agreed that the payment of the above named sum is not to be considered as an admission on the part of the City, its officers, agents, servants or employees, of any liability whatsoever and the undersigned further covenant and agree to indemnify and hold harmless the City of Atlanta, its officers, agents, servants and employees, from any and all claims, damages or costs (including but not limited to compensatory damages, special damages, punitive damages, and attorneys fees) which the said City of Atlanta, its officers, agents, servants and employees, could or have been called upon to make as a result of the event hereinbefore referred to.

And **DAVID MASON** and **REYNITA MASON ALEXANDER** now state that the only consideration for signing this release and indemnification is the payment of the sum stated above; that no other promise or agreement of any kind or nature has been made to or with **DAVID MASON** and **REYNITA MASON ALEXANDER** by said City or its agents to cause the signing of this release, and each, by affixing a signature below, acknowledges a full understanding of the meaning and intent of this instrument. Finally, upon receipt of the foregoing consideration, **DAVID MASON** and **REYNITA MASON ALEXANDER** expressly agree to dismiss with prejudice the above entitled civil action.

WITNESS my hand and seal this _____ day of _____ , 2001.

DAVID MASON

WITNESS my hand and seal this _____ day of _____ , 2001.

REYNITA MASON ALEXANDER

The above release was read and explained to, and signed by the said David Mason and Reynita Mason Alexander in my presence on the date above written.

VICTOR R. PAGE, Esq.
Attorney for Plaintiffs

WITNES